

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
States Industries, LLC		08/18/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	1300 SW 5th Avenue, 14th Floor		
Internal Address:	MAC-P6101-144		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97201		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85391105	WOODSTALK	
CORRESPONDENCE DATA			
Fax Number:	(503)778-2200		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(503) 778-2137		
Email:	trademarks@lanepowell.com		
Correspondent Name:	Lisa M. Davis		
Address Line 1:	601 SW 2nd Avenue, Suite 2100		
Address Line 4:	Portland, OREGON 97204		
ATTORNEY DOCKET NUMBER:	125394.3		
NAME OF SUBMITTER:	Lisa M. Davis		
Signature:	/lisa m davis/		

900200414

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REEL: 004610 FRAME: 0080

OP \$40.00 85391105

Date:

08/23/2011

**Total Attachments: 4**

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## FIRST AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT

THIS AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT (this "Amendment") is entered into as of August 18, 2011, by and between STATES INDUSTRIES, LLC, a Delaware limited liability company ("Debtor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Wells Fargo").

### RECITALS

WHEREAS, Debtor and Wells Fargo entered into that certain Patent and Trademark Security Agreement dated as of July 22, 2011 ("Security Agreement").

WHEREAS, pursuant to the Security Agreement, if after the date thereof, Debtor owns or controls any Trademarks not listed on Exhibit B thereto (other than common law marks which are not material to Company's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks as defined in the Security Agreement, then Debtor is required promptly to provide written notice to Wells Fargo with a replacement Exhibit B, which upon acceptance by Wells Fargo shall become part of the Security Agreement.

WHEREAS, Debtor has applied for an additional Trademark not reflected on the existing Exhibit B to the Security Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Security Agreement shall be amended as follows:

1. Exhibit B is amended to refer to all of the Trademarks referenced on the replacement Exhibit B to this Amendment, and Wells Fargo is hereby authorized to file or record such notices or filings as it may deem necessary to perfect its interest in all of the Trademarks referenced on the replacement Exhibit B.
2. Except as specifically provided herein, all terms and conditions of the Security Agreement remain in full force and effect, without waiver or modification. All terms defined in the Security Agreement shall have the same meaning when used in this Amendment. This Amendment and the Security Agreement shall be read together, as one document.
3. Debtor hereby remakes all representations and warranties contained in the Security Agreement and reaffirms all covenants set forth therein. Debtor further certifies that as of the date of this Amendment there exists no Event of Default as defined in the Security Agreement, nor any condition, act or event which with the giving of notice or the passage of time or both would constitute any such Event of Default.
4. This Amendment authenticated by the parties in any number of counterparts, each of which, once authenticated and delivered will be deemed an original, and all such counterparts, taken together, shall constitute one and the same document.

**ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY,  
EXTEND CREDIT OR TO FORBEAR ENFORCING REPAYMENT OF A  
DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of  
the day and year first written above.

States Industries, LLC  
29545 Enid Road East  
Eugene, OR 97401

(Mail)  
P.O Box 7037  
Eugene, OR 97401

STATES INDUSTRIES, LLC

By [Signature]  
Its President/COO

Wells Fargo Bank, National Association  
MAC- P6101-144  
1300 SW 5th Avenue, 14th Floor  
Portland, OR 97201  
Fax: 877-518-9554  
Attention: Norm Chin  
e-mail: chin@wellsfargo.com

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

By [Signature]  
Norm Chin, VP  
[PRINTED NAME]  
Its Authorized Signatory

STATE OF Oregon

COUNTY OF Lane

The foregoing instrument was acknowledged before me this 18 day of August, 2011, by  
Mike Taylor, the President of States Industries, LLC, a Delaware limited liability  
company, on behalf of the company.

[Signature]  
Notary Public for Oregon  
My commission expires: November 25, 2011

FIRST AMENDMENT TO  
PATENT AND TRADEMARK SECURITY AGREEMENT  
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**TRADEMARK**  
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STATE OF OREGON           )  
                                      )  
COUNTY OF MULTNOMAH )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of August, 2011, by Norm Chin, Vice President of Wells Fargo Bank, National Association, a national banking association, on behalf of such national bank.



Mary E. Hills  
Notary Public for Oregon  
My commission expires: 3-13-13

EXHIBIT B  
UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS  
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
APPLE PLY	2361967	06/27/2000
ARMORCORE	2675934	01/21/2003
NOVA	2154618	05/05/1998
SHORTCUTZ	3386572	02/19/2008

APPLICATIONS

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
WOODSTALK	85391105	08/05/2011

COLLECTIVE MEMBERSHIP MARKS